

BID #19-086B

MATANUSKA-SUSITNA BOROUGH PURCHASING DIVISION

PALMER, ALASKA



BID AND CONTRACT DOCUMENTS FOR

Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park

OPENING DATE & TIME: Wednesday, April 24, 2019 @ 3:00 PM

TABLE OF CONTENTS

SECTION I

ADVERTISEMENT

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION III

SPECIFICATIONS / SCOPE OF WORK

SECTION IV

BID FORM

SECTION V

SAMPLE AGREEMENT

SECTION VI – FORMS & DOCUMENTS

BID BOND

SUB CONTRACTOR/SUPPLIER LIST

PAYMENT BOND

PERFORMANCE BOND

CONSENT OF SURETY TO FINAL PAYMENT

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

FIELD MEMO

SECTION VII

NOTICE TO CONTRACTORS STATE OF ALASKA DEPARTMENT OF LABOR FORMS AND PUBLICATIONS

SECTION VIII

ATTACHMENTS

- Settlers Bay Coastal Park – Recreation Development Plan (2 Pages)

SECTION I

ADVERTISEMENT

**MATANUSKA-SUSITNA BOROUGH
350 East Dahlia
Palmer, Alaska 99645**

ADVERTISEMENT

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Anchorage Daily News		MATA 0070	April 4, 2019
Frontiersman		CONTRACT	April 5, 2019
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

**MATANUSKA-SUSITNA BOROUGH
BID # 19-086B
Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park**

The Matanuska-Susitna Borough is soliciting bids from qualified contractors to provide labor, equipment and material to furnish and install 2 automatic gates at the Settlers Bay Coastal Park per the bid documents and specifications. Work shall be completed no later than June 30, 2019.

Bid documents are available **April 4, 2019** in the Purchasing Division, Matanuska-Susitna Borough, 350 E. Dahlia Ave., Palmer, AK 99645. For Information: (907) 861-8601, Fax (907) 861-8617, e-mail purchasing@matsugov.us. This bid document may be available on the internet at www.matsugov.us. A document fee of \$10.00 will be charged for materials picked-up and \$20.00 for materials mailed.

Pre- Bid: **April 15, 2019 @ 10:00 AM – On Site**

Deadline for Questions: **Tuesday, April 16, 2019 at 5:00 PM**

Bids Open: **April 24, 2019 @ 3:00 PM**

Bids must be received in the Purchasing Division prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp in the Purchasing Division.

Persons needing accommodation in order to participate should contact the borough ADA coordinator at (907) 861-8404.

The Matanuska-Susitna Borough reserves the right to accept or reject any or all proposals, waive any and all technicalities or informalities it deems appropriate. Award of this project is subject to the availability of funding.

4/2/19	Approved By: Signature on File
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DEPARTMENT ACCOUNT NO.: **100.100.128.422.000**

SECTION II

INSTRUCTIONS TO BIDDERS

BID # 19-086B

Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

1.1 Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, bid form, other sample bidding and contract forms, proposed Contract Documents, including any Addenda issued prior to receipt of bids and bond forms. Contract Documents proposed for the work consist of the Borough-Contractor Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.2 All definitions set forth in the General Conditions of the Construction Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Borough prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added, or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid, if the corresponding change in the work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services, as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a Bid to a Bidder for materials or labor for a portion of the work.

1.10 Any interested party submitting a bid/proposal on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available on the MSB web page under Economy and Bids. Any submission of a bid/proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsible.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Bidder's Bid is made in accordance therewith.

2.1.2 The bidder has visited the site and has taken other steps as may be necessary to ascertain the nature and local conditions of the work, the general and local conditions which could affect the work or costs thereof. Failure to do so will not relieve Bidders of responsibility for estimating properly or the difficulty or cost of successfully performing the work. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

2.1.3 The Borough assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

2.1.4 The Bidder shall include in their Bid sums sufficient to cover all items required by the Contract and the conditions of the site(s), and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as a prima facie evidence of compliance with this paragraph.

2.1.5 The Bidder's Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 Copies

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office's webpage as designated in the Advertisement or Invitation to Bid.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the Borough does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. If material required for bidding purposes by these documents is absent, the Bidder is required to notify the Purchasing Officer.

3.1.3 The Borough in making electronic copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the work, and does not confer a license of grant for any other use.

3.2 Interpretation or Correction of Bidding Documents

3.2.1 Bidders and Sub-bidders shall promptly notify the Purchasing Officer by fax at 861-8617, or by e-mail at purchasing@matsugov.us of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Purchasing Officer at least five work days prior to the date for receipt of Bids. Questions or requests for clarifications shall be directed to the borough's Purchasing Officer at purchasing@matsugov.us. Questions or requests for clarification directed to any other member of the borough staff, or consultant may be grounds for rejection of bid as being irregular

3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 Addenda

3.3.1 Addenda will be posted on the Borough's Purchasing webpage, notice will be emailed to all known by the Purchasing Division to have requested to be added to a plan holders list for the solicitation.

3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.3.3 No Addenda will be issued later than four work days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids, or one which includes postponement of the date for receipt of Bids.

3.3.4 Each Bidder shall be responsible for ascertaining prior to submitting their Bid that they have received all Addenda issued, and they shall acknowledge their receipt in their Bid.

ARTICLE 4 - BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 A Bid shall constitute an irrevocable offer to enter into a contract with the Borough on the terms of the Bid and the Bidding Documents. Bids shall be submitted on forms provided in the Bidding Documents.

4.1.2 All blanks on the Bid form shall be filled in, typed or written legibly in ink (preferably in **blue** ink).

4.1.3 Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders should insert the words "no bid" in the space provided for any item where no quotation is made.

4.1.4 Bids shall specify a unit or lump sum price, typed or written legibly in ink for each Bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate Bids not called for, qualified bids, or irregularities of any kind.

4.1.5 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

4.1.6 All requested Alternates shall be Bid. If no change in the Base Bid is required, enter "No Change."

4.1.7 Where two or more Bids for designated portions of the work have been requested, the Bidder may, without forfeiture of their Bid Guarantee, state their refusal to accept award of less than the combination of Bids they so stipulate. The Bidder shall make no additional stipulations on the Bid form nor qualify their Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder. The full name, address, and corporate or partnership title, including status of each person signing shall be typed or printed below the signature.

4.2 Bid Guarantee

4.2.1 Any bid exceeding \$50,000 for total of all base items and alternates shall be accompanied by a certified check, money order, cashier's check, or Bid Bond in the amount of at least 5% of the total Base Bid amount, made payable to the Matanuska-Susitna Borough, Palmer, Alaska, with good and sufficient surety or sureties acceptable to the Borough. Bid Guarantees will be held until the Agreement is executed or for 60 days whichever is less. Power-of-Attorney for the person signing the Bid Bond for the Surety must be submitted with the Bid Bond.

4.2.2 If a surety bond is submitted, it shall be written on the form included in the Bidding Documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of their power of attorney.

4.3 Submission of Bids

4.3.1 All copies of the Bid, the Bid Guarantee, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to: Matanuska Susitna Borough, Purchasing Division, 350 East Dahlia Avenue, Lower Level, Palmer, Alaska, 99645, and shall be identified with the Project name, Bid Number, and Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location **prior** to the time and date for opening of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids are late Bids, will not be considered, and will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, or faxed Bids are invalid and will not receive consideration.

4.3.5 Bids will not be considered if the following documents are not completely filled out and submitted with the bid: See documents listing on "Bid Form".

4.3.6 A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

4.3.7 If more than one Bid is offered by any one party, by or in the name of their clerk. Partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

4.4 Modification or Withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the opening of Bids, and each Bidder so agrees in submitting their Bid.

4.4.2 Prior to the time and date designated for opening of Bids, any Bid submitted may be modified or withdrawn by notice to the Borough at the place designated for receipt of Bids. Such notice shall be in writing with the signature of the Bidder and delivered in person or by fax. If by fax, the written confirmation over the signature of the Bidder shall be received before the date and time set for opening of Bids, and it shall be so worded as not to reveal the amount of the original Bid. The modified bid may be sent by fax to 907-861-8617. The Borough shall not be responsible for the opening or security of modifications or withdraws submitted by fax. Contractors are advised to call the Purchasing Division at 907-861-8601 to verify the fax transmission has been received.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Guarantee, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders upon request after the Purchasing Officer has tabulated or summarized the results.

5.1.2 No responsibility will attach to the Borough or its representatives for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

5.1.3 When vendors and/or contractors propose equal pricing (or tie bids), bids will be reviewed by the Purchasing Officer to determine responsiveness. If all requirements for the bid being responsive are met, then the award or recommendation of the award will be made in favor of the bid which received the earliest time stamp prior to bid opening.

5.2 Rejection of Bids

5.2.1 The Borough shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required Bid Guarantee or by other data required by the Bidding Documents, or to reject a Bid which is in anyway incomplete or irregular.

5.3 Acceptance and Award

5.3.1 This Contract, if awarded, shall be awarded to the lowest qualified, responsive and responsible Bidder. The Borough shall determine whether a Bidder is qualified, responsive and responsible on the basis of the following criteria:

- A. The skill and experience demonstrated by the Bidder in performing contracts of a similar nature;
- B. The Bidder's record of honesty and integrity;
- C. The Bidder's capacity to perform in terms of facilities, personnel, and financing;
- D. Whether the Bidder has been debarred or suspended under Section 3.08.235 of the Matanuska Susitna Borough Code.
- E. At all times the best interests of the Borough shall be recognized in awarding bids.

5.3.2 The Borough may waive any informality or irregularity or correct any purely arithmetical or clerical error apparent on the face of the Bid in any Bid or Bids received, when such waiver or correction is in the interest of the Borough. The Borough reserves the right to reject any and all Bids.

5.3.3 The Borough further reserves the right to accept or reject any or all items of any Bid, unless the Bidder qualifies such Bid by specific limitation; also to make an award to the Bidder whose aggregate Bid or any combination of Bid items is lowest.

5.3.4 The Borough shall have the right to select and accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

5.3.5 The Bidders past performance under Borough Agreements; If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, the Bidder may be determined as a non-responsible Bidder.

ARTICLE 6 - POST BID INFORMATION

6.1 Contractor's Qualification Statement

6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Purchasing Officer upon request, a properly executed Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.1.2 Bidders shall attach to the Qualification Statement a sheet listing the following four additional requirements and submit to the Purchasing Officer:

- A. Names of surety companies utilized in the last five years.
- B. Estimate Progress Schedule for the completion of the work.
- C. A resume of the Company and of the job Superintendent for the project.
- D. A list of other projects planned to be concurrent with the construction phase of this project.

ARTICLE 7 – PAYMENT AND PERFORMANCE BONDS

7.1 For any bid exceeding \$50,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. Local Bond Exemptions under MSB 3.08.530 will NOT be considered for this project.

ARTICLE 8 - FORM OF AGREEMENT BETWEEN BOROUGH AND CONTRACTOR

8.1 The Contract shall be in the form provided with the Bidding Documents.

ARTICLE 9 - SUBSTITUTION OF MATERIALS AND METHODS

9.1 Substitution of Materials

9.1.1 There will be no substitutions prior to award of contract unless otherwise specified.

ARTICLE 10 - TYPE OF SPECIFICATIONS

10.1 Technical Provisions

10.1.1 The technical provisions of these Specifications are the abbreviated or "streamlined" type and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", and/or "the", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a note occurs on the Drawings.

10.1.2 The Contract shall provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the Drawings and/or herein, including labor, necessary equipment and parts, for adequate performance and sound construction as intended by these documents.

10.1.3 Wherever the word "approved", "satisfactory", "directed", "submitted", "inspected", "notify" or similar words or phrases are used, it shall be assumed that the word "Purchasing Officer" follows the verb as the object to the clause, such as "approved by the Purchasing Officer" or "submitted to the Purchasing Officer".

10.1.4 Wherever "or equal" or similar phrases are used, it shall be assumed that decisions as to quality and design shall rest with the Purchasing Officer. All equal items shall be approved in writing.

ARTICLE 11 - SUBCONTRACTORS

11.1 The apparent low bidder shall list the names of the proposed subcontractors and suppliers as provided on the form under, "Proposed Subcontractors and Suppliers". A list of all other subcontractors and suppliers who are to furnish the principal items of labor, equipment, and material proposed for the work shall be submitted within 24 hours of being requested as required by paragraph 5.2.1 of the General Conditions. If none are utilized, state "None".

ARTICLE 12 - PREPARATION OF BIDS

12.1 Follow instructions in Article 4.3.1 of these Instructions to Bidders.

12.2 To be considered responsive, all of the required documents must be included in the sealed envelope with the Bid Form.

ARTICLE 13 - BIDDERS' VIOLATIONS OF TAX OBLIGATIONS

13.1 No Contract shall be awarded to any individual, firm, corporation, or business that is found to be delinquent in any area of taxation, lease or rental agreement with the Borough which has not been remedied within ten calendar days of receipt of written notice.

13.2 This Contract can be terminated for cause if it is determined that the individual, firm, corporation or business is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within ten calendar days of notification by certified mail.

13.3 The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation, or business for delinquent Borough taxes against any amount owing to the same under a Contract between the Borough and the same.

ARTICLE 14 - EXECUTION OF CONTRACT

14.1 The Bidder whose Bid is accepted shall execute the Contract and furnish the required bonding and insurance within five working days after Notice of Intent to Award of the Contract is issued. The Contract shall be considered executed by the successful Bidder when the Contract is signed by an authorized representative of the Bidder and the bond(s) and insurance certificate(s) are received by the Purchasing Officer. Failure or neglect of the Bidder to execute the Contract within the time specified may result in a forfeiture of the Bid Guarantee and award of the Contract to the next lowest Bidder.

14.2 The Borough will execute the Contract within ten calendar days after execution by the Bidder as set forth above. The date the Contract is executed by the Borough is the Contract Date. The rights and obligations provided for in the Contract shall become effective and binding upon the parties as of the Contract Date.

ARTICLE 15 - INSURANCE REQUIREMENTS

See Insurance Requirements in Sample Agreement.

ARTICLE 16 - STATE OF ALASKA PREVAILING WAGE SCALE/CERTIFIED PAYROLL

The Contractor shall comply with the Provisions of Title 36 of the Alaska Statutes for any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments. To obtain the latest regulations and prevailing rate for wages. <http://labor.alaska.gov/lss/pamp600.htm>.

It is the Contractor's responsibility to meet and comply with all mandated submissions and documentation required by the Alaska Department of Labor, Wage and Hour Administration, Labor Standards and Safety Division, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504.

ARTICLE 18 - LOCAL BIDDER PREFERENCE

Purchase orders shall be awarded to the lowest qualified, responsive and responsible Bidder, provided that, if the lowest bids are approximately equal, that is, within the lesser of \$2,000 or 5% of each other, preference may be given to local Bidders who maintain and operate businesses within the boundaries of the Borough. MSB 3.08.240

ARTICLE 19 - MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all entities conducting business within the Borough boundaries have a current business license issued by the Matanuska-Susitna Borough. MSB §3.36.040.

ARTICLE 20 - ALASKA AND CONTRACTORS LICENSES

All bidders must be in compliance with state of Alaska Statutes 08.18 and 45.70.

ARTICLE 21 - PROTEST OF AWARD OF BID:

Within two days of service of the Purchasing Officer's determination of the apparent successful proposal, a proposer who wishes to protest the determination shall lodge a protest with the Purchasing Officer. The protest shall be in writing on a form provided by the Purchasing Officer. The protest shall describe with particularity the alleged errors in the award recommendation. The Purchasing Officer shall conduct a review and, within three working days of receipt of the protest, issue a determination. Full text of the protest and appeal procedures, as well as the protest form, can be downloaded from the Borough's web site at www.matsugov.us, selecting "Services", then selecting "Forms" under Forms and Documents, then selecting "Purchasing Forms". A copy can also be obtained by contacting the Purchasing Division at (907) 861-8601.

In order to receive notice of the apparent successful proposal, the proposer must provide the Borough with a fax number. It is the responsibility of the proposer to follow the selection process and stay apprised of the bid or proposal due date, the date notice of apparent successful proposer is issued and the period in which protests can be filed.

ARTICLE 22. - ACCEPTANCE OF CONTRACT/AGREEMENT TERMS AND CONDITIONS

By signing the Bid Form/Proposal Submittal Form, the bidder or proposer certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS/PROPOSERS associated with this solicitation. Submission of a bid or proposal in response to this solicitation, certifies that the bidder is

willing to accept these terms and understands that failure to accept these terms will subject the bidder to forfeiture of the contract/agreement and loss of any bid guarantee as liquidated damages as outlined in the bid documents.

Bidders and proposers are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample contract/agreement.

ARTICLE 23. FLOW DOWN PROVISIONS

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

ARTICLE 24. CONTRACTORS WARRANTY

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIFICATIONS/SCOPE OF WORK. This warranty shall require the Contractor to remedy promptly, without cost to the Owner, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship. If the defect, in the opinion of the Borough Representative, is of such nature as to demand immediate repair, the Borough shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

ARTICLE 25. ENVIRONMENTAL SPILLS.

Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC by the Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18AAC75. All inquiries may be directed to the Wasilla ADEC office at 376-5038.

SECTION III

SPECIFICATIONS / SCOPE OF WORK

Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park

Bid #19-086B

Specifications / Scope of Work

Sites are at the two entrances to the Settlers Bay Coastal Park located on S. Settlers Bay Drive (map attached).

Install gates with electronic gate operator, gate operator must allow for automatic daily opening and closing with timer, two key pads for manual gate opening. Also an electric sensor (exit) loop imbedded in the road to allow exit after hours connected to the automatic gate opener. This must have a manual override to shut off the loop.

The contractor is responsible for providing the gate equipment and all materials. Materials may include 24' cantilever bar, two 4' gate posts set in concrete, one lift gate operator with heater, two key pads with pedestal set in concrete, electronic (exit) loop and automatic gate opener. The height of the gate shall be 36" with no more than a 10" gap at the bottom. Quote shall include electrical hookup, permitting, and grading.

The Contractor will be responsible for providing the power pedestals, 120v electrical service and meters at the sites.

Work shall be completed by June 30, 2019.

A pre-bid meeting will be conducted on April 15, 2019 @ 10:00 AM on site. The meeting location is circled in red on the attached development plan. The location is accessed off of Knik Goose Bay Road via South Settlers Bay Drive which is located at approximately mile post 8 of KGB Road.

SECTION IV

BID FORM

BID FORM
SOLICITATION 19-086B
Furnish & Install 2 Automatic Gates at Settlers Bay Coastal Park

Provide all personnel, material, supplies, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work / Specifications entitled *Furnish & Install 2 Automatic Gates at Settlers Bay Coastal Park*. The award will be made to responsive and responsible bidder with the lowest **BID PRICE**.

Bid Item	Description	Bid Price
1.	Furnish & Install 2 Automatic Gates at Settlers Bay Coastal Park per Bid Documents and Scope of Work	\$ _____

By signing below, the Bidder is hereby certifying to the following:

1. The Bidder has carefully examined the bid documents for the solicitation number and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm association or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
5. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):

Addenda numbers being acknowledged: _____

Company Name

Date

Mailing Address

Signature

City, State and Zip Code

Printed (or typed) Name

Contact Person (printed or typed)

Title (printed or typed)

Phone Number

Email Address

Facsimile Number

<p>It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening.</p>	<p>To be considered responsive, Bidders should include the following with their bid:</p> <ul style="list-style-type: none"> ✓ Signed Bid Form (Acknowledging Addenda if Applicable) ✓ Bid Guarantee (If Required)
---	---

SECTION V

SAMPLE AGREEMENT

**CONSTRUCTION AGREEMENT
BETWEEN OWNER AND CONTRACTOR
Bid #19-086B**

SAMPLE

Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park

THIS AGREEMENT is made this _____ day of _____, 2019, by and between:

MATANUSKA-SUSITNA BOROUGH (hereinafter the "BOROUGH") and

(Insert contractor's name in all caps and bold, remove redline feature) (hereinafter the "CONTRACTOR")

The parties agree as follows:

SECTION 1. WORK. The Contractor will do all work described in the Agreement documents listed in Section 11. The work is more specifically identified as:

Provide labor, equipment and material to furnish and install 2 automatic gates at the Settlers Bay Coastal Park per the bid documents and specifications issued under solicitation #19-086B.

SECTION 2. AGREEMENT TERM. This Agreement shall begin upon execution of this Agreement by both parties and shall expire upon completion of all duties by the Contractor to the satisfaction of the Contracting Officer.

SECTION 3. AGREEMENT TIME. Contractor may commence operations upon contract execution. **Final completion shall be achieved by June 30, 2019.**

SECTION 4. AGREEMENT PRICE. The Borough shall pay the Contractor a total sum of **ENTER TOTAL DOLLAR AMOUNT IN WORDS (WRITE DOLLAR AMOUNT IN FIGURES IN PARENS)** for the work specified in the Agreement documents.

SECTION 5. METHOD OF PAYMENT. A single sum on short-term Agreements (30 days or less) and monthly payments on long-term Agreements (31 days or longer) shall be paid to the Contractor within thirty (30) working days after the Contracting Officer receives and approves a written Request for Payment from the Contractor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Contractor has completed and submitted to the contracting officer a Contractor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. **Consent of Surety to Final Payment must also be submitted if applicable.**

SECTION 6. RELATIONSHIP OF THE PARTIES. The Contractor shall perform all obligations under this Agreement as an independent Contractor of the Borough. The Borough will administer this Agreement and monitor the Contractor's performance within the Agreement but shall not supervise or otherwise direct the Contractor except as provided in this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS. The Contractor may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Contracting Officer. Any attempt by the Contractor to assign any interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

SECTION 8. WARRANTY. The Contractor expressly warrants that all materials used will be of the best quality locally available and that all workmanship will meet the highest standards of the trade. The Contractor guarantees to answer personally for all materials and workmanship supplied to the Borough and shall undertake to correct workmanship or defect in materials found by the Contracting Officer, or his delegate.

SECTION 9. DEFENSE AND INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 10. TERMINATION. This Agreement may be terminated by the Borough:

- A. if the Contractor fails to perform any obligation under this Agreement; or
- B. for any reason upon ten days written notice to the Contractor; or
- C. under Section 7 of this Agreement.

Upon termination of this Agreement, the Borough shall pay the Contractor for all work completed to the satisfaction of the Contracting Officer as of the date termination is effective.

SECTION 11. AGREEMENT DOCUMENTS AND INTEGRATION.

A. This Agreement and those documents and appendices incorporated by reference by "B" of this section shall constitute the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those stated in this Agreement and its appendices, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

B. The following documents are incorporated in full text or by reference into this Agreement:

<u>FULL TEXT</u>	<u>REFERENCE</u>
Exhibit A - Bid Form	Matanuska-Susitna Borough License
Exhibit B - Scope of Work/Specifications	State of Alaska Business License
Exhibit C - Addendum(a) Issued	Contractor's License
Exhibit D - Certificate of Insurance	Solicitation Documents and Attachments issued under solicitation #19-086B
Exhibit E - Payment & Performance Bonds	
Exhibit F - State of Alaska Department of Labor Forms and Publications	

SECTION 12. MODIFICATIONS. The Borough may require modifications in the Scope of Work performed or other terms of this Agreement. It is expressly understood that no changes will be authorized without the written and signed consent of the Contractor and the Borough Purchasing Officer or Borough Manager. All such changes shall be in the form of a Change Order and shall be incorporated into this Agreement.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Borough may require.

B. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Borough may require.

SECTION 14. INTEREST OF MEMBERS OF BOROUGH AND OTHERS. No officer, member, or employee of the Borough, and no member of its governing body, and no other public official of the governing body, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 15. CONFLICT OF INTEREST. The Contractor, all employees of the Contractor, contractors and other personnel employed by the Contractor providing the services under this Agreement shall in no way stand to gain financially from the terms of this Agreement except for wages, salaries or bonuses paid by the Contractor and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Contractor covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 16. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of the Contractor's records with respect to all matters covered by this Agreement and the Contractor will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, personnel information, conditions of employment, and other data relating to all matters covered by this Agreement.

SECTION 17. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

SECTION 18. NON-WAIVER. The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

SECTION 19. PERMITS, LAWS AND TAXES. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

SECTION 20. SEVERABILITY. If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 21. RULE OF INTERPRETATION. This Agreement shall not be interpreted for or against either party, but shall be interpreted according to its fair and reasonable intent.

SECTION 22. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Contractor: (Insert Contractor's address here)

SECTION 23. INSURANCE.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability

\$500,000: combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury.

\$500,000: Products/Completed Operations

\$500,000: General Aggregate Limit. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability: \$500,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$500,000 Per Occurrence
Bodily Injury - \$500,000 Per Employee
Bodily Injury by Disease - \$500,000 Policy Limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
- c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the Borough.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after

30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Contractor to the attention of the Borough's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a minimum A.M. Best rating of A-VII.

F. Verification of Coverage

Contractor shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which may result in immediate termination of the agreement, pursuant to the appropriate Section within the contract.

SECTION 24. AGREEMENT ADMINISTRATION.

A. The Borough Manager, or their designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the Contractor shall be administered, supervised, and directed by _____. In the event that the individual named above or any of the individuals identified in the Bid to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the Matanuska-Susitna Borough.

SECTION 25. UNDERSTANDING.

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor's choice, and is executing this Agreement of the Contractor's own free will.

SECTION 26. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS.

A. Any Contractor in arrears on a Borough obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Borough of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.

C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the Borough and the same.

SECTION 27. ENVIRONMENTAL SPILLS.

Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC by the Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18AAC75. All inquiries may be directed to the Wasilla ADEC office at 376-5038.

SECTION 28. THIRD PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED.

Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

SECTION 29. FLOWDOWN PROVISIONS.

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION 30. CONTRACTS ENFORCEABLE AGAINST THE BOROUGH (MSB CODE 3.08.120)

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

SECTION 31. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

SECTION 32. AUTHORITY OF THE PURCHASING OFFICER (MSB Code 3.08.150)

All borough contracts for supplies, services, professional services and construction, and any amendments to the contracts shall be signed by the manager or the purchasing officer.

MSB Code 3.08.170 CONTRACT AMENDMENTS; ASSEMBLY APPROVAL states

- A. Contract amendment shall not be used to avoid procurement by the competitive procedures establish under this title.
- B. Except for emergency procurement authorized under MSB 3.08.200, contracts for supplies, services, profession services and construction may be amended by the manager or the purchasing officer with the approval of the assembly, as set forth in MSB 3.08.161, only for the following reasons:
 1. to change the quantity order or date of delivery under contract for supplies, where necessary to meet unforeseen borough requirements;

2. to change the quantity of services or professional services to be rendered, or to change the scope of a project under a contract for services or professional services where necessary to meet unforeseen changes in borough requirements;
3. to change the scope of a project or the scope of services or professional services under a construction contract to meet unforeseen borough requirements, or to change the specification under a construction contract because unforeseen conditions render the original specification impracticable;
4. to change the time for completing a project under a contract for services, professional services or construction;
5. to correct an error in contract specifications made by the borough in good faith or to resolve a good faith dispute between the borough and a contractor as to a party's rights and obligations under the contract; and
6. to change administrative provisions of a contract without materially altering the contract terms governing the quantity or quality of supplies, services, professional services or construction furnished the borough.

For these purposes, the Purchasing Officer is defined as **Rustin Krafft** during absences of the purchasing officer, the Assistant Purchasing Officer has been delegated the authority to act as the Purchasing Officer.

AUTHORITY OF THE BOROUGH PROJECT MANAGER

The Borough Project Manager has the authority to monitor and administer the Agreement, but cannot make changes to the amount of the contract nor change the completion date of the contract

I hereby acknowledge that I have read and understand the authority granted to the parties by the Matanuska-Susitna Borough.

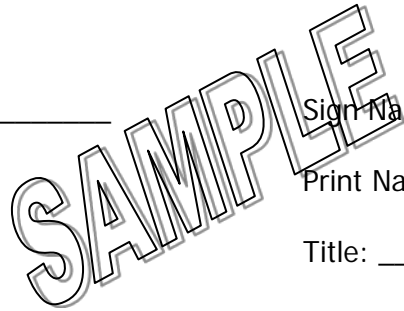
SIGN HERE: _____

SECTION 33. FUND VERIFICATION. Fund source and verification of funds for this project:

Funding Source: **Purchase Order 2019-3056**

MATANUSKA-SUSITNA BOROUGH

CONTRACTOR



RUSTIN M. KRAFFT
Purchasing Officer
STATE OF ALASKA
Third Judicial District

Sign Name: _____
Print Name: _____
Title: _____

On _____, 2019, _____ personally appeared before me,

- 1. _____ who is personally known to me
- 2. _____ whose identity I proved on the basis of _____
- 3. _____ whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the **Bid #19-086B, Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park**, and he/she acknowledged that he/she signed it.

NOTARY PUBLIC
My commission expires: _____

STATE OF ALASKA
Third Judicial District

On _____, 2019, RUSTIN M. KRAFFT, Purchasing Officer, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the Matanuska-Susitna Borough.

NOTARY PUBLIC
My commission expires: _____

SECTION VI

SAMPLE FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska as OWNER in the penal sum of _____ for the payment of which, will and truly to be made, will hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to Matanuska-Susitna Borough a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for BID _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto properly completed in accordance with said BID, and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,

then this obligation shall be void, otherwise the same shall remain in force and effect: it be expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Matanuska-Susitna Borough.

_____ (L.) _____
 Principal Surety

By: _____ By: _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park

BID #19-086B

PROPOSED SUBCONTRACTORS AND SUPPLIERS

NOTE: If your company is the apparent low bidder, this list is to be delivered to the borough within 24 hours of request from the Purchasing Division. Put an 'X' or '√' in the right columns indicating if the company is a sub-contractor or a supplier.

#	ITEM	CONTRACTOR NAME AND ADDRESS	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

SIGNATURE

COMPANY NAME

DATE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under the Bidding Schedule(s) _____.

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to fixed by the court. This bond shall insure to the benefit of any persons, companies or corporation entitled to file claims under applicable State law.

Provided, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

Signed, this _____ day of _____, 2019.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

by: _____
(Signature)

(Agent)

(Surety)

by: _____
(Signature)

by: _____
(Signature)

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under the Bidding Schedule(s) _____ of the Owner's specifications, entitled _____.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

THE Surety hereby waives notice of any alteration or extension of time made by the Owner.

WHENEVER Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount previously paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed, this _____ day of _____, 2019.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

by: _____
(Signature)

(Agent)

(Surety)

by: _____

(Signature)

(Signature)

Address: _____

Address: _____

Telephone No.: _____

Telephone: _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT:
(name, address)

TO (Owner)

┌

┐

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

└

┘

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the owner and the Contractor as indicated above,
the

(here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____ 2019

Surety Company

Attest:
(Seal)

Signature of Authorized Representative

Title

PROJECT NAME: Furnish & Install 2 Automatic Gates @ Settlers Bay Coastal Park

BID NUMBER: 19-086B

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

The undersigned, being first duly sworn deposes and says:

1. That pursuant to this contract for project _____ between the undersigned and the Matanuska-Susitna Borough dated _____ the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the Matanuska-Susitna Borough is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt or liability and that all such obligations, whether liquidated, unliquidated or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the Borough, that he did not rent or purchase any equipment or materials from any employee of the Borough, nor to the best of his knowledge, from any agent of any employee of the Borough, and that he has not made any promise to an employee or agent of the Borough to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$ _____, the undersigned Contractor hereby remise, release and discharge the Matanuska-Susitna Borough, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument except specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

_____.

The Contractor, in connection with the claims which are not released as set forth above, certifies that he has or agrees that he will comply with all the provisions of the said contract, including without limitation those provisions relating to notification of the contracting officer and relating to the prosecution of claims.

4. The Contractor shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

IN WITNESS WHEREOF, this release and affidavit has been executed this _____ day of _____, 2019.

(Contractor's signature)

Title _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2019.

Notary Public
My commission expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the
_____ (official title) of the corporation named as
Contractor in the foregoing release and affidavit; that _____
who signed said release and affidavit on behalf of the Contractor was then
_____ (official title) of said corporation; that said release and
affidavit was duly signed for and in behalf of said corporation by authority of its governing
body and is within the scope of its corporate powers.

(Signature)

Notary Public for
My commission expires: _____

MATANUSKA-SUSITNA BOROUGH
350 EAST DAHLIA AVENUE
PALMER, ALASKA 99645

FIELD MEMO

(Number)

(Project)

(Date)

REFERENCE: (Drawing or Specification) _____

DESCRIPTION:

(Source)

(Date)

RESPONSE:

RESPONSE NEEDED BY: _____

ACTION REQUIRED BY: _____

RESOLUTION:

Notification must be given in accordance with the contract documents, if any architect/engineer response/description causes any change to contract documents.

SECTION VII

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

Please visit the state of Alaska Department of Labor web site for the current and applicable published state documents at:

[Http://labor.alaska.gov/Iss/pamp600.htm](http://labor.alaska.gov/Iss/pamp600.htm)

SECTION VIII

ATTACHMENTS
